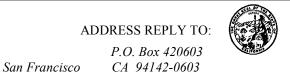
DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH 455 Golden Gate Avenue, 8<sup>th</sup> Floor San Francisco, CA 94102



## SCOPE OF WORK PROVISIONS

## **FOR**

## **IRONWORKER**

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

# RECEIVED Department of Industrial Relations

#### LANGUAGE CHANGES

MAR 2 5 2004

THE AGREEMENT KNOWN AS IRON WORKER EMPLOYERS STATE OF CALIFORNIA AND A PORTION OF NEVADA. . . AND DISTRICT COUNCIL OF IRON WORKERS OF THE STATE OF SCHEMES (3) VICINITY DATED JULY 1, 2001 - JUNE 30, 2004 MASTER AGREEMENT 19 THE FOLLOWING MODIFICATIONS, CHANGES, AMENDMENTS, SUPPLEMENTS AND RENEWALS:

UPDATE ALL LANGUAGE TO REFLECT NEW DATES:

- Section 7. Wage Rates and Other Remuneration See Monetary Increases and Changes.
- Section 9. Expenses Out of Town B. Federal Installations Effective July 1, 2005 1 increase \$1.50; 2 increase \$1.00; 3 increase \$1.50; 2 increase \$1.00; 3 increase \$.50.
- Section 10. A Apprentices For Apprentices indentured after June 30, 2004: change Apprenticeship to a four year program.

  Change: First six months to 50%; Second six months to 55%; Third six months to 60%; Fourth six months to 65%; Fifth six months to 75%; Sixth six months to 80%.

  Add Seventh six months 90% and Eighth six months 95%.

  Add Pension Plan contribution will now be paid as follows: third through fifth \$1.25; sixth \$2.70; seventh and eighth \$4.72.
- Section 24. Basic Provisions Subsection R Substance Abuse and Recovery Program Parties agree to form a subcommittee to review and amend the program including but not limited to prescreen testing.

IMPACT - The District Council of Iron Workers of the State of California and Vicinity will participate in and contribute in the future to the International Associations Labor Management Cooperative Trust Program known as IMPACT.

EXCEPT AS MODIFIED HEREIN ALL OTHER PROVISIONS OF THE 2001-2004 MASTER AGREEMENT REMAIN UNCHANGED.

## JOINT IRON WORKER/MANAGEMENT CONTRACT NEGOTIATIONS

### FRIDAY, JANUARY 16, 2004

#### FINAL PROPOSAL

## EXTEND CURRENT AGREEMENT THREE (3) YEARS WITH THE FOLLOWING EXCEPTIONS:

## Section #3 Craft Jurisdiction - See attached

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### Section #9 Expenses Out of Town - B. Federal Installations:

MAR 2 5 2004

Location 1	July 2004 \$3.00 (same)	July 2005 \$4.50	July 2006 \$6.00	Div. of Labor Statistics & Research
Location 2	\$2.00 (same)	\$3.00	\$4.00	Chief's Office
Location 3	\$1.00 (same)	\$1.50	\$2.00	•

Section #10 - Apprentices - Change apprenticeship to a four year program. Add periods 7th and 8th and change wage percentages and Pension contributions as follows:

	Wage %	Pension
First six months	50%	0
Second six months	55%	0
Third six months	60%	\$1.25
Fourth six months	65%	\$1.25
Fifth six months	75%	\$1.25
Sixth six months	80%	\$2.70
Seventh six months	90%	\$4.37
Eighth six months	95%	\$4.37

Change \$.05 contribution from National Fund to IMPACT

<u>Section 24 - R Substance Abuse & Recovery</u> - Include pre-test drug screening and agree to a standing committee to review program

### Section 7. Wage Rates and Other Remunerations -

Year 1: \$1.50

Year 2: \$1.75

Year 3: \$2.25

All IMPACT contributions to come out of the above increases (new funds capped at \$.15)

\$.01 per hour to be allocated to the LMCT or Administrative Trust as a contract administrative contribution which will be returned to the signatory Contractor Associations (effective 7-1-05)

Approved by the Union

Richard Zampa, Chairman

Iron Workers Negotiating Committee

Signed this 16th day of January 2004

Approved by Management

David McEuen, Chairman

Management Negotiating Committee



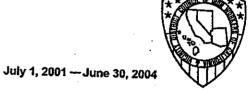
IRON WORKER EMPLOYERS State of California and a Portion of Nevada ... and

DISTRICT COUNCIL OF IRON WORKERS OF THE STATE OF CALIFORNIA AND VICINITY...

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Department of Industrial Relation

OCT 0 1 2001

Div. of Labor Statistics & Research Chief's Office





#### **SECTION 2. Effective Area**

This Agreement covers all work in the State of California and the State of Nevada with the exception of the Counties of Elko, Eureka and White Pine located in the State of Nevada.

#### **SECTION 3. Craft Jurisdiction**

A - This Agreement shall cover all work in connection with field fabrication and/or erection of structural, ornamental and reinforcing steel work coming within the jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers recognized by the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations.

B - It is agreed the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Omamental and Reinforcing Iron Workers, it being understood that claims are subject to trade agreements and final decisions of the AFL-CIO.

C - The Iron Workers jurisdictional claims for its journeyman and apprentice Iron Workers shall include but not be limited to job classifications of Architectural and Ornamental, Machinery Movers, Erectors and Riggers, Reinforcing Iron Workers, Structural, Stone Derrick Men, Welders, Fence Erectors and Sheeters and shall include but not be limited to the following:

All work in connection with field fabrication and/or erection of structural, omamental and reinforcing steel, including but not limited to the fabrication, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to "Cofar", "Trusdeck", Mahon "M"; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats,

tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire and iron doors; cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings, elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hard-ware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including preengineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials al-tered in field such as framing, cutting, bending, drilling, burning and welding including by acety-lene gas and electric machines; metal forms and false work pertaining to concrete construction; sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skiphoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cindering machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, nydroelectric power nouses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks, cranes, the erection, installation, handling and operating of same on all forms and types of construction work; railroad bridge work including maintenance thereof moving, hoisting and lowering of machinery, skid modules and placing of same on foundation, including bridges, cranes, derricks, buildings, piers and vessels; loading, unloading, necessary main-tenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bend-ing, hoisting, placing and tying, burning and weld-ing including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports

thereof, jacking of slip forms, installation of all wire, cable, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing and opoststressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, poststressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steettex and wire mesh of any type when used for reinforced conmesh of any type when used for reinforced concrete construction; erection of all curtain wall and window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sun screens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installa-tion of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, cableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all build-ing materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical ele-ments, sound barriers, computer floors, etc.; in-stallation of stage rigging (including counter-weights), curtains, draperies, traverse rods, tracks. cables, window cleaning equipment, powered work platforms; rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings. buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duorails, tramrails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for trusslab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, energy producing wind-mill type towers; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and

leveling of all materials and equipment through the use of optical instruments, LASER beams, etc. (this shall not preclude the use of Supervisory or Administrative personnel to direct these operations utilizing such instruments); the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all material, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, used to reinforce concrete construction shall be done by Iron Workers. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-

## SECTION 4. Union Security

A - Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual employer on work covered by this Agreement on the effective date of this Subsection A shall, as a condition of employment, or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) continuous or accumulative days of employment on such work with any individual employer following the beginning of such employment, or the effective date of this Subsection A, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other applicants for membership.

B - The individual employer shall not be required to discharge any employee pursuant to this Section until a written request from the District Council of Iron Workers or Local Union for such action, stating all pertinent facts showing the noncompliance shall have been served upon such individual employer or his agent or representative, and two (2) working days have been allowed for compliance therewith. The removal and replacement of